

SERIAL 08056 S

NICE VISION SYSTEM: MAINTENANCE, REPAIR & PARTS

DATE OF LAST REVISION: July 14, 2009

CONTRACT END DATE: June 30, 2011

CONTRACT PERIOD THROUGH JUNE 30, 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **NICE VISION SYSTEM: MAINTENANCE, REPAIR & PARTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 18, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

MB/mm
Attach

Copy to: Materials Management
Crystal Wester, MCSO

(Please remove Serial 02070-RFP from your contract notebooks)

INVITATION FOR BID FOR: NICE VISION SYSTEM: MAINTENANCE, REPAIR & PARTS

1.0 INTENT:

The intent of this solicitation is to purchase a source for an ongoing maintenance and service contract including parts for the NiceVision surveillance system for the Maricopa County Sheriff's Office (MCSO). The NiceVision is currently installed in the 4th Ave. Jail, Lower Buckeye Jail and the Estrella Support Building. A current list of NiceVision equipment by facility is included in Exhibit 2. The MCSO would like to purchase an annual maintenance service agreement for the length of the contract that would include all labor and materials including parts. If there is a need for non-NiceVision equipment then this would be purchased off a separate contract by the county. The Exhibit 2 equipment inventory list is subject to obsolescence and is for general guidelines only and its accuracy is not guaranteed.

2.0 SCOPE OF SERVICES:

2.1 CONTRACTOR REQUIREMENTS:

- 2.1.1 The Contractor shall provide all equipment, tools, labor, supervision, materials, transportation, and all effort necessary to carry out the specifications herein.
- 2.1.2 The Contractor shall be available to the County 24 hours a day 7 days a week.
- 2.1.3 The annual maintenance agreement shall include all direct labor and overhead, equipment, small tools, common expendables including parts and accessories. The Contractor shall provide the cost of annual maintenance service in Attachment A.
- 2.1.4 The response time to all service work shall be within four (4) hours on-site after Contractor receives request from the County department.
- 2.1.5 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.1.6 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one (1) day to correct the work.

2.2 TECHNICAL TRAINING TO COUNTY STAFF:

- 2.2.1 The Contractor shall provide pricing in Attachment A for technical training to County staff for the specialized equipment they service. These training sessions will be on-request by the Facilities Management Department (FMD) staff.
- 2.2.2 The training will be held at a County facility, or if deemed necessary, the Contractor's facility. Training aids if necessary (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor.
- 2.2.3 The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation.
- 2.2.4 Technical training shall be performed during County regular business hours (Monday – Friday from 6:00AM – 6:00PM).
- 2.2.5 The Contractor shall also provide pricing in Attachment A for on-site factory training by NICE Systems, Inc. The price shall be inclusive of all training personnel, materials and travel related costs.

2.2.6 The County, under a separate purchase process, may purchase Service manuals

2.3 REPAIR PARTS:

The Contractor shall only use original parts purchased from an authorized dealer of NiceVision in the performance of this contract. In addition, the Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs so as to guarantee that the NiceVision system is maintained and operated to meet the needs of the County.

Therefore, it shall be the responsibility of the Contractor to have a loaner or access to parts to supply uninterrupted service in the jails.

2.4 CONTRACTOR QUALIFICATIONS:

2.4.1 The contractor shall be a NiceVision authorized reseller and certified to perform the necessary maintenance and repair contained herein. The Contractor shall provide proof of certification in the bid.

2.5 DETENTION FACILITIES:

The Maricopa County Sheriff's Office (MCSO) does not allow a service contractor access into a Detention Facility to perform any type of service unless a background check has been completed (Exhibit 3). The Detention Facilities Security Guidelines, explains all the necessary requirements of contractors performing work at such facilities. If it is anticipated that the contractor has staff visiting the site on a consistent basis, these forms will be completed by the person requesting facility access and the background check will be completed prior to approving access.

Once the form is filled out and submitted to MCSO, the Contractor shall be notified if approved. If approved, a list of the approved names will be given to the Detention Facility where the work is to be performed. Only those on the list will be granted access.

A pictured ID is required upon entry and must match the name on the approved access list.

2.6 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.7 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.8 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency.

2.9 INVOICES AND PAYMENTS:

2.9.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.9.1.1 Company name, address and contact
- 2.9.1.2 County bill-to name and contact information
- 2.9.1.3 Contract Serial Number

- 2.9.1.4 County purchase order number
- 2.9.1.5 Invoice number and date
- 2.9.1.6 Payment terms
- 2.9.1.7 Date of service or delivery
- 2.9.1.8 Quantity (number of days or weeks)
- 2.9.1.9 Contract Item number(s)
- 2.9.1.10 Description of Purchase (product or services)
- 2.9.1.11 Pricing per unit of purchase
- 2.9.1.12 Freight (if applicable)
- 2.9.1.13 Extended price
- 2.9.1.14 Arrival and completion time (if applicable)
- 2.9.1.15 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.9.2 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.9.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.10 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.11 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County

shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index, Producer Price Index or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be

deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion

and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

BRIAN WALSH, PROCUREMENT OFFICER, 602-506-3454
(walshb@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of Responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

3.13.1 **One (1) original hardcopy.**

3.13.2 **One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.**

3.13.2.1 **ATTACHMENT A (PRICING)-EXCEL**

3.13.2.2 **ATTACHMENT B (AGREEMENT)-WORD**

3.13.2.3 **ATTACHMENT C (REFERENCES)-WORD**

3.13.2.4 **PROOF OF CERTIFICATION (Section 2.4.1)**

3.13.3 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

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3.13.4 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

3.14 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.14.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.14.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.14.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.14.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.14.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.14.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.14.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.15 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ASSI SECURITY OF ARIZONA, 21602 N 20TH AVENUE, PHOENIX, AZ 85027

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: NIGP CODE: 8408401

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Annual Fee</u>	Eff. 07/13/09
1.1 Annual Maintenance Service Agreement Fee for Nice Vision System per Section 2.1	\$397,263.70	<u>\$109,247.52 /per Quarter</u>
1.2 Technical Training by Contractor per Section 2.2.1	<u>\$75.00</u>	rate per hour, per employee
1.3 Technical Training by NICE Systems, Inc. per Section 2.2.5	<u>\$2,600.00</u>	rate per day of training

Terms: NET 30

Vendor Number: W000001483 X

Telephone Number: 623/581-0101

Fax Number: 623/581-9726

Contact Person: **Michele Folmar**

E-mail Address: liebeck@assiaz.com colinb@assiaz.com

Company Web Site: www.assiaz.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**